

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

FIRST BANK OF DELAWARE, a
Delaware Corporation,

Plaintiff,

v.

LEANSPA, LLC, a Connecticut limited liability
company;
BORIS MIZHEN, an individual;
CHECK21.COM, LLC, a Florida Limited
Liability Company;
IDO MEROS, an individual;

Defendants

CIVIL ACTION NO. 11-00675-UNA

Related to Docket Nos. 1, 3, 5 and 6

EXHIBIT A TO COMPLAINT

*****PUBLIC VERSION*****

Dated: August 5, 2011

/s/ Joseph H. Huston, Jr.

Joseph H. Huston, Jr. (No. 4035)

Maria Aprile Sawczuk (No. 3320)

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Co-Counsel:

-and-

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Attorneys for Plaintiff First Bank of Delaware

MERCHANT ISO AGREEMENT

This MERCHANT ISO AGREEMENT (this "Agreement"), dated as of March 2, 2010 is made by and between First Bank of Delaware, a Delaware state chartered bank ("FBD") with principal offices located at 1000 Rocky Run Parkway, Wilmington, DE 19803, and Check21.com LLC., a Florida Corporation with principal offices located at 4208 N 31 Ave, Suite #3, Hollywood, FL 33021 ("ISO").

RECITALS:



PAGES 2 through 21 Redacted IN FULL

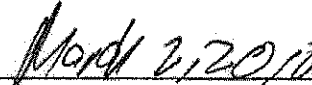
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

First Bank of Delaware

By:

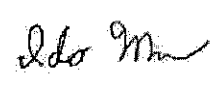

Alonzo J. Primus
Chief Executive Officer/President

Date:


March 2, 2010

Check21.com LLC.

By:



Ido Meros, SVP

Date: March 2, 2010

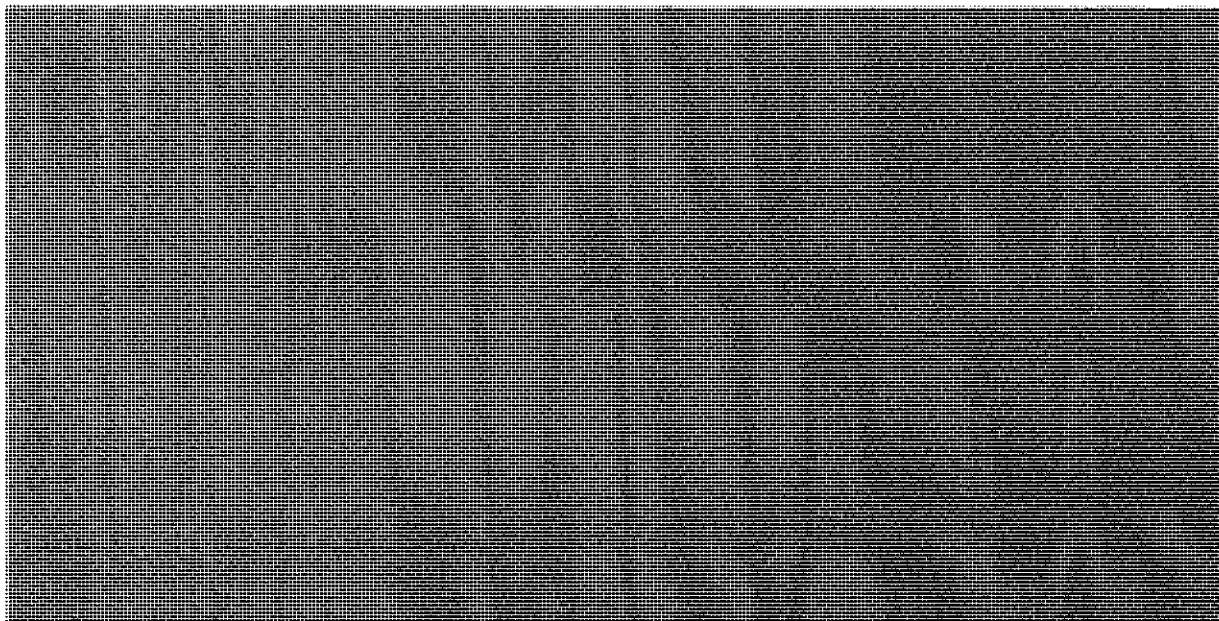
Schedule A

FBD ISO CREDIT POLICY

[ATTACHED AS THE IMMEDIATELY FOLLOWING PAGES]

Schedule B

THE MARKET



Schedule C

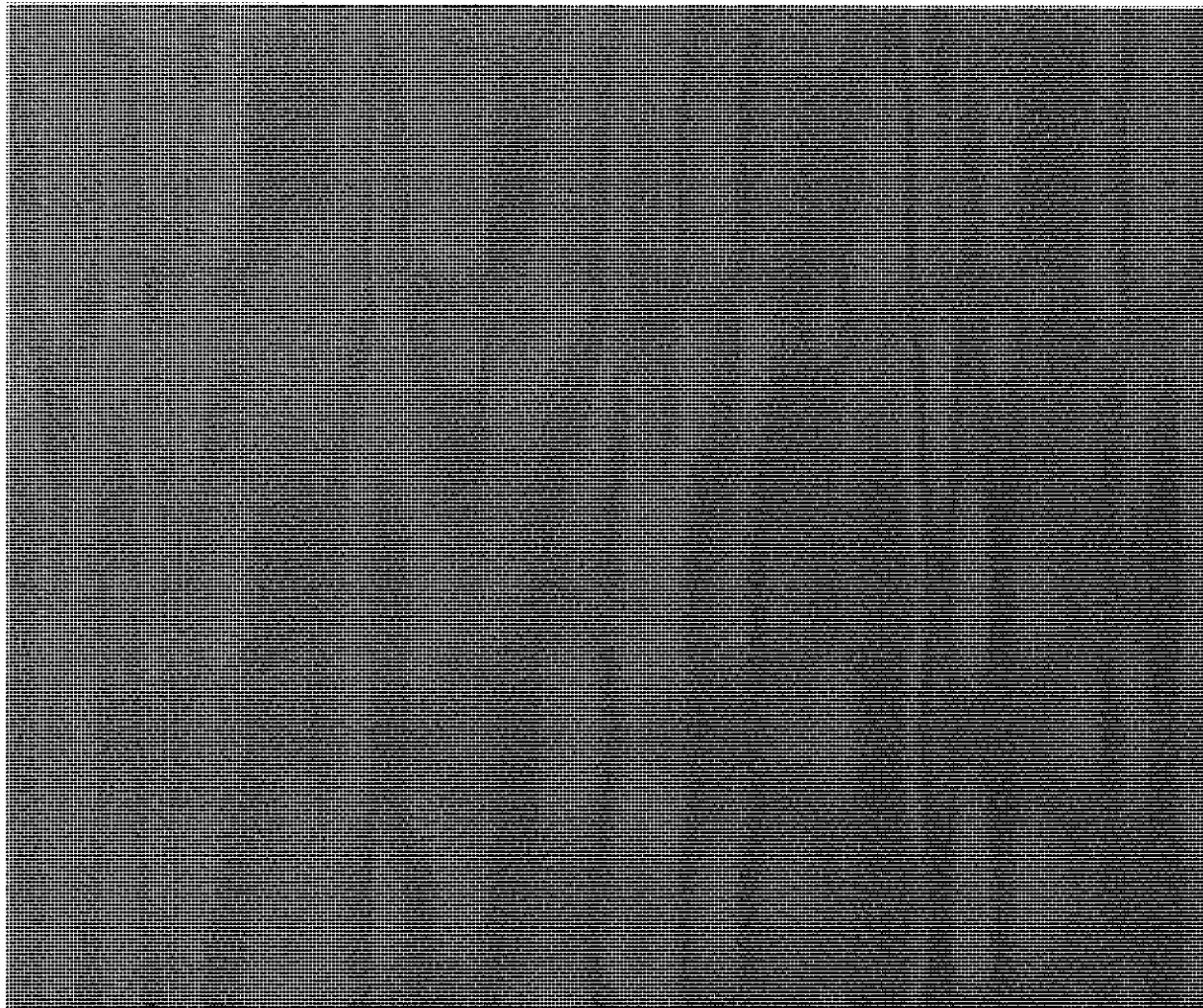
THIRD PARTY SERVICE PROVIDERS

Type of Service Offered:	Products with Respect to which Service is Provided:	Approved Third Party Service Provider

Schedule D

ISO SERVICES

ISO will provide the following services:



Schedule E

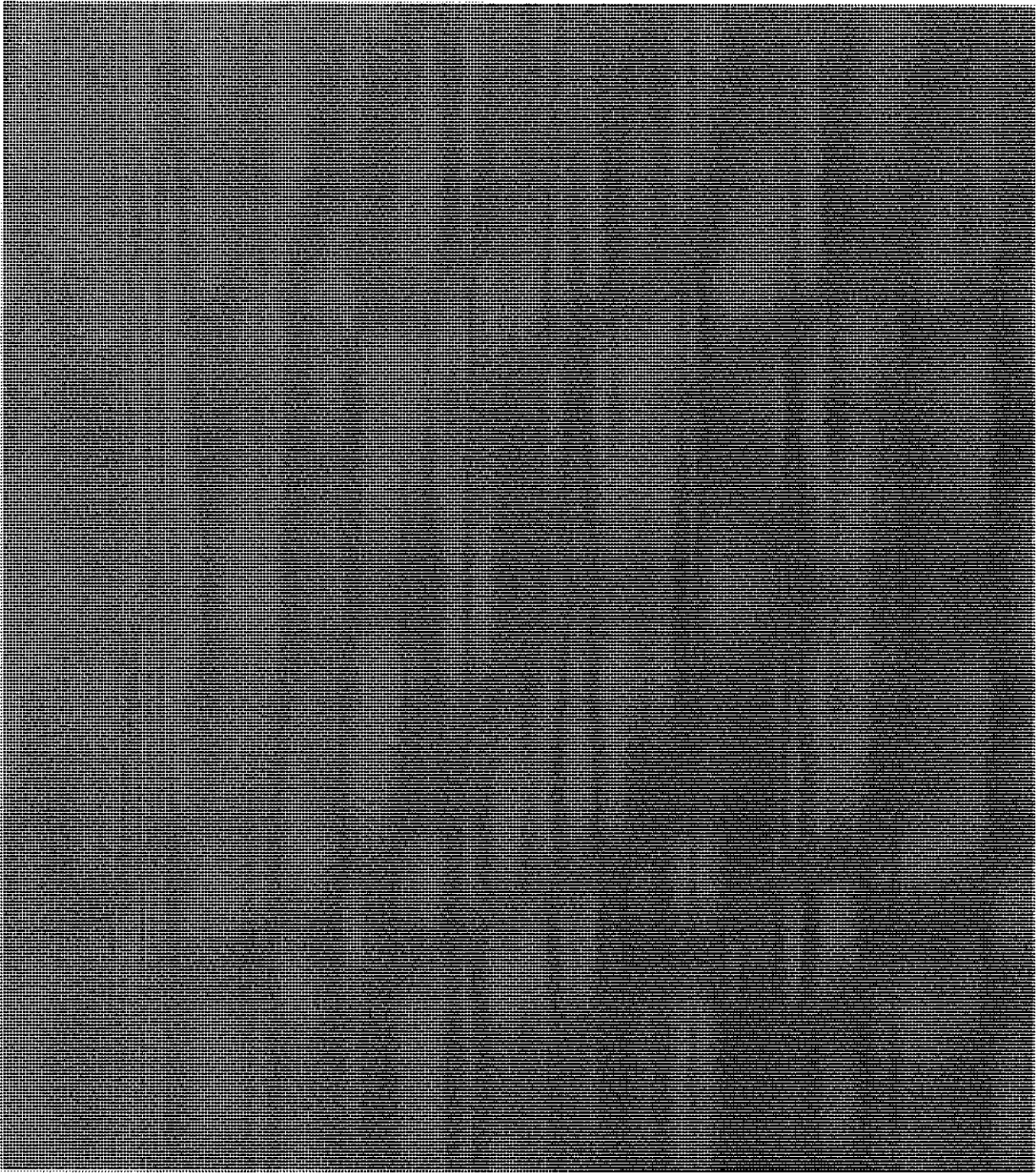
OTHER BUSINESSES OF ISO

ISO provides other business services as outlined below:

Schedule F

CODE OF ETHICS FOR ISO SALES REPRESENTATIVES

TO BE SIGNED BY ALL PRINCIPALS AND SALES REPRESENTATIVES OF ISO





Name of Salesperson: Ido Meros
(Full Name-Printed or Typed)

Signature of Salesperson: *Ido Meros*

Date of Signature: 3/2/10

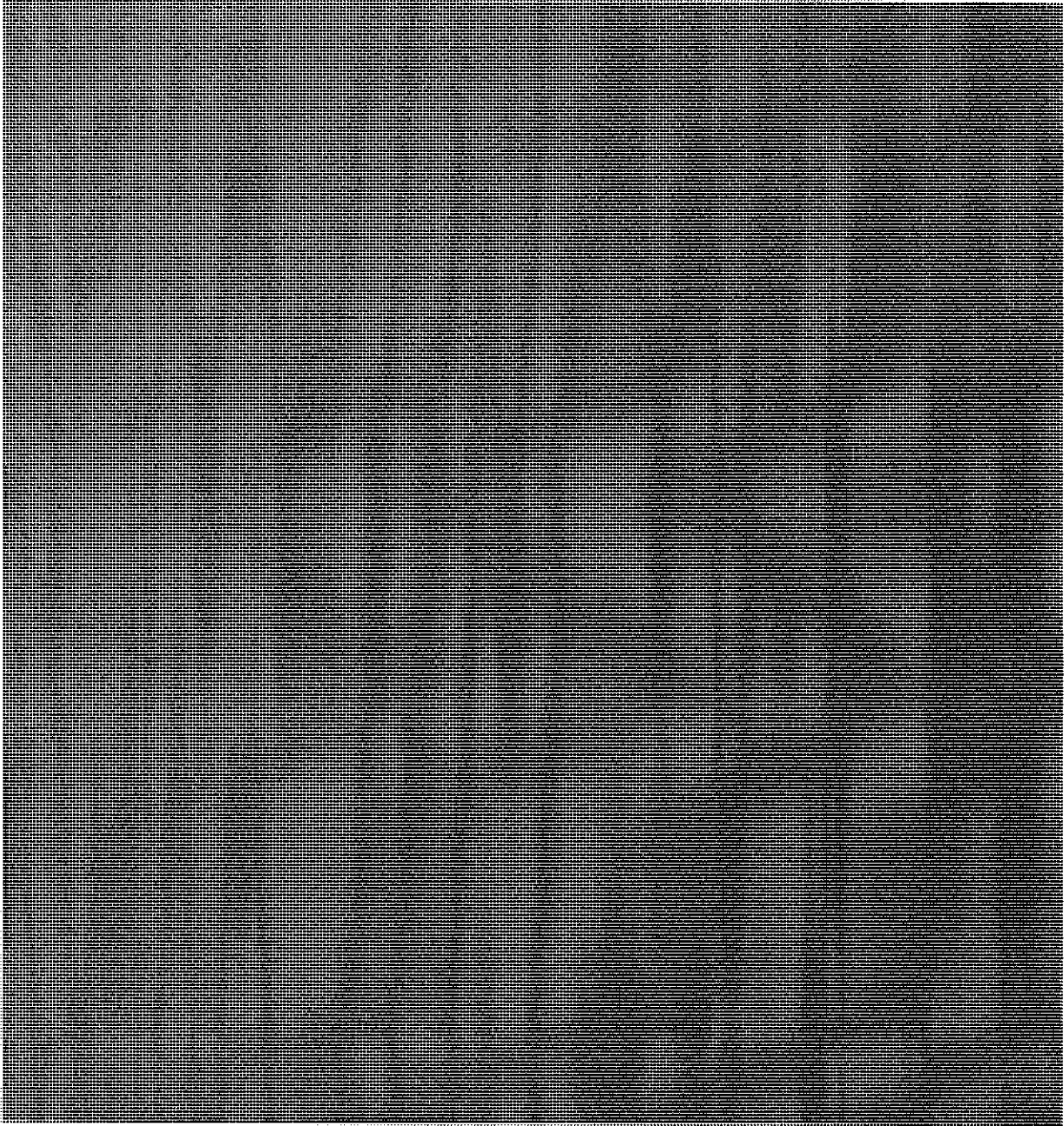
Resident Street Address: 4000 N 49 Ave, Hollywood FL 33021

Name of FBD Registered ISO: Check21.com LLC.

Schedule G

FBD ISO RULES

A. GENERAL:





Schedule H

REGISTRATION DOCUMENTS

[ATTACHED AS IMMEDIATELY FOLLOWING PAGES]

Schedule I

SPECIFIC PROVISIONS OF APPLICABLE LAW

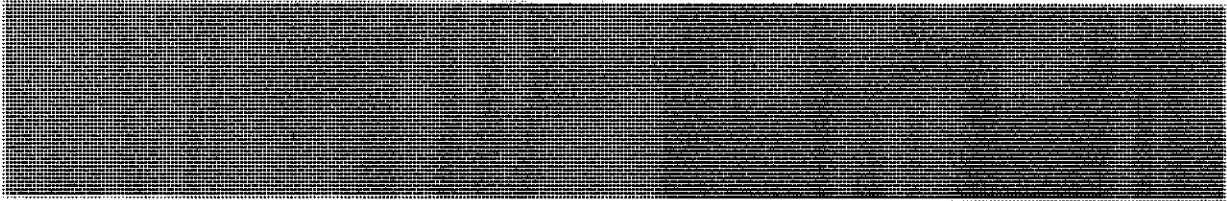




Schedule J

ISO BUSINESS LOCATIONS

List Business Locations



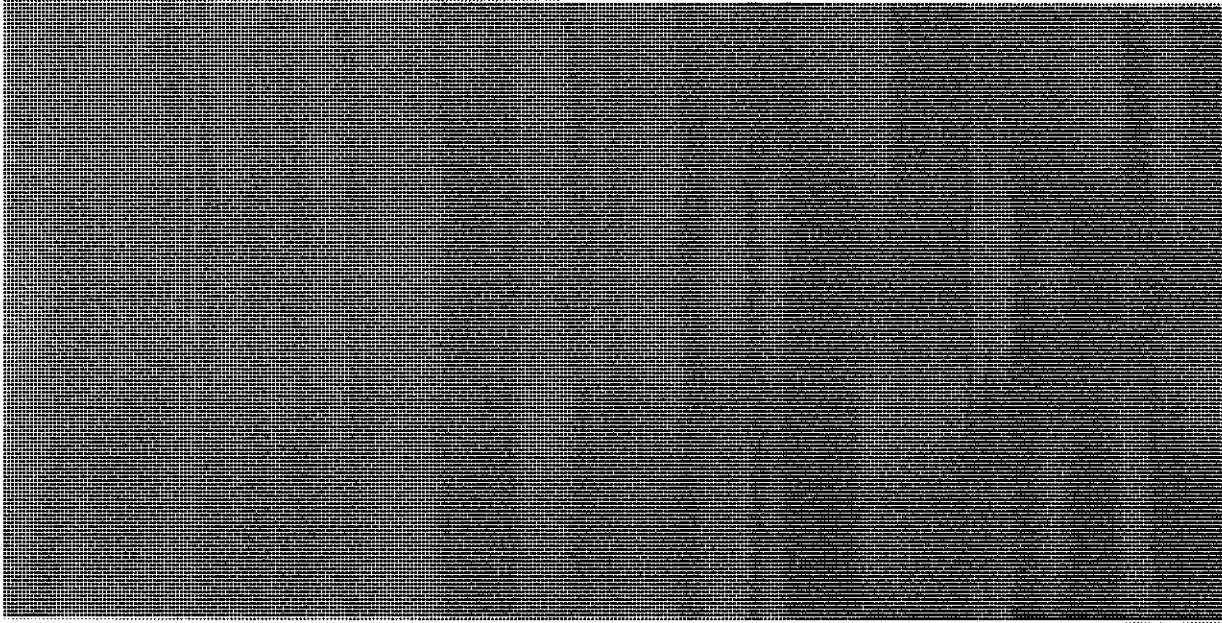
Schedule K

ISO shall pay the following amounts to FBD:



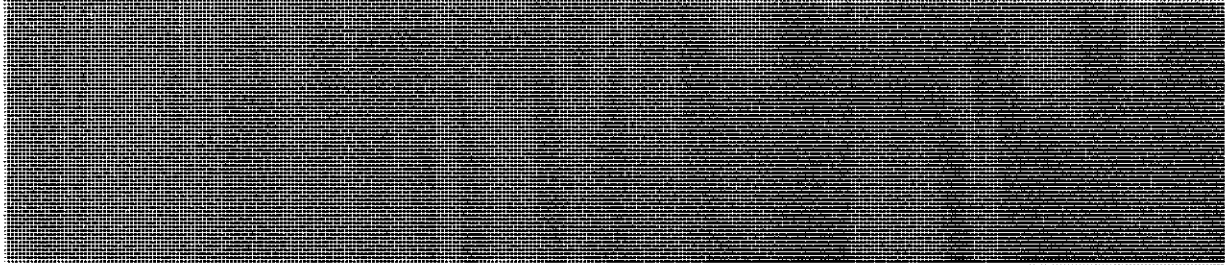
Schedule L

HIGH RISK AND REGISTERED HIGH RISK MERCHANTS





Schedule M

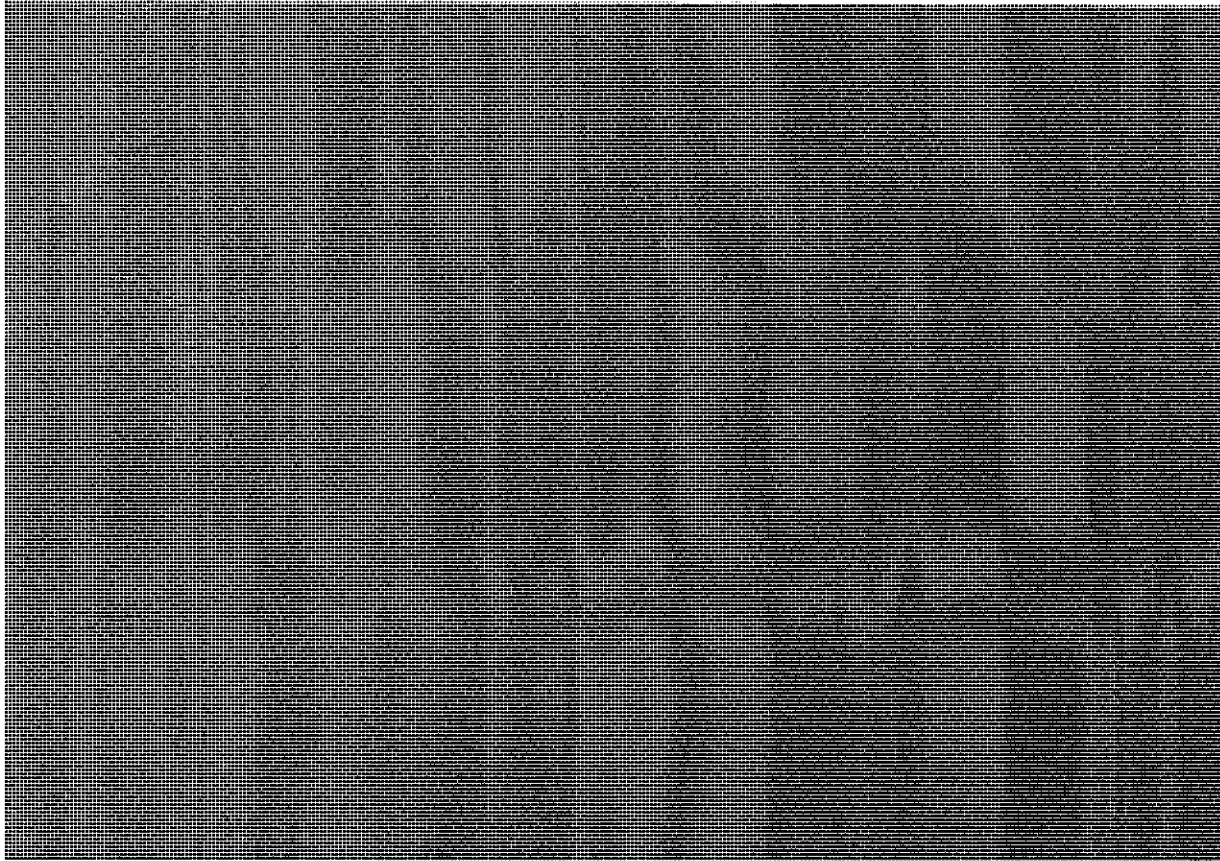


Schedule N

See Attached Sample Merchant Agreement

Schedule O

The following Merchant categories are prohibited by FBD:



Schedule P

List of Principals of ISO:

Schedule Q

See attached Merchant Underwriting Requirements.

FIRST AMENDMENT TO MERCHANT ISO AGREEMENT

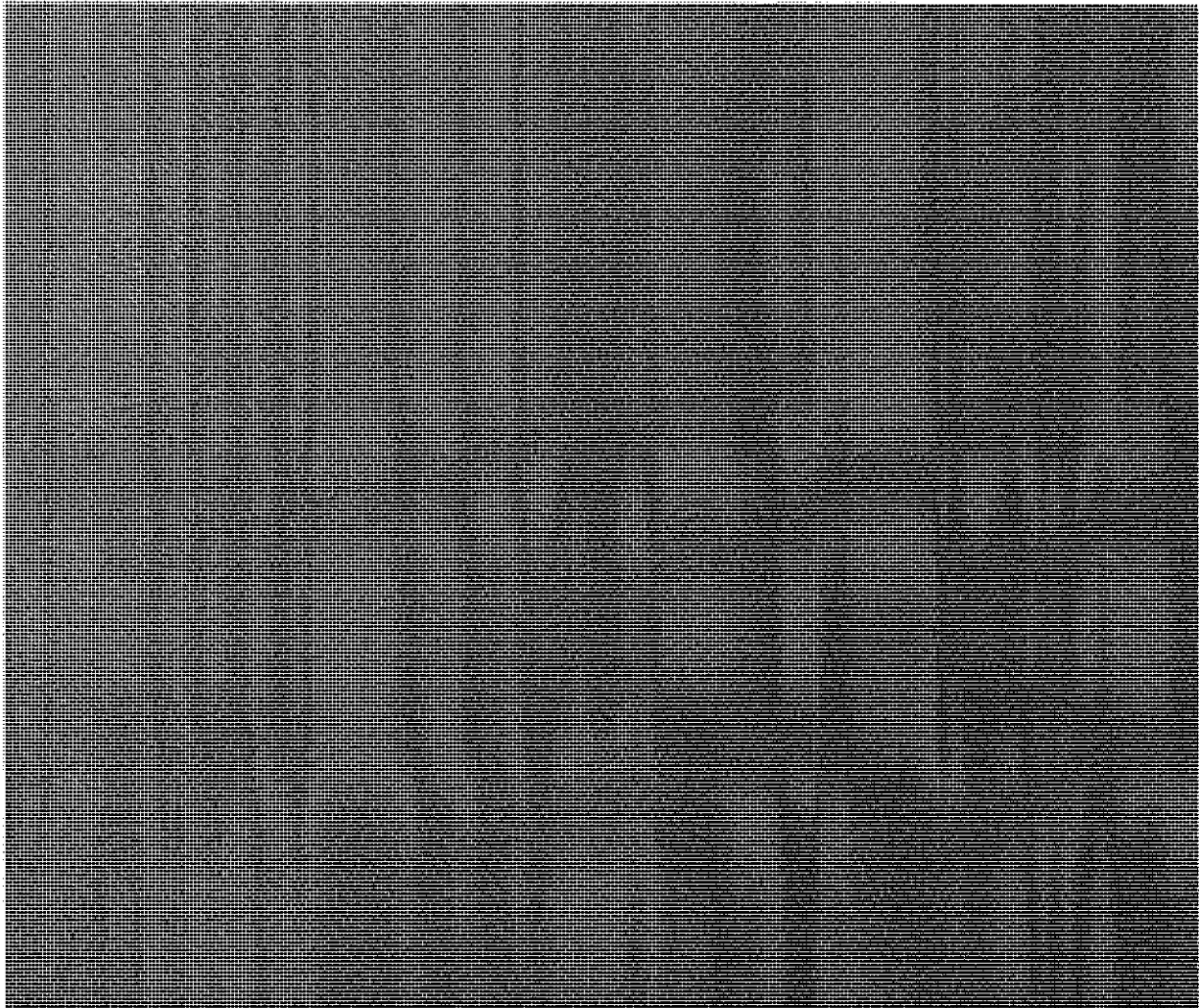
This First Amendment to Participation Agreement (this "Amendment"), effective as of March 3, 2011 ("Amendment Effective Date"), is entered into by and between First Bank of Delaware, a Delaware state bank ("Bank") and Check 21.com LLC, a Florida limited liability corporation ("ISO").

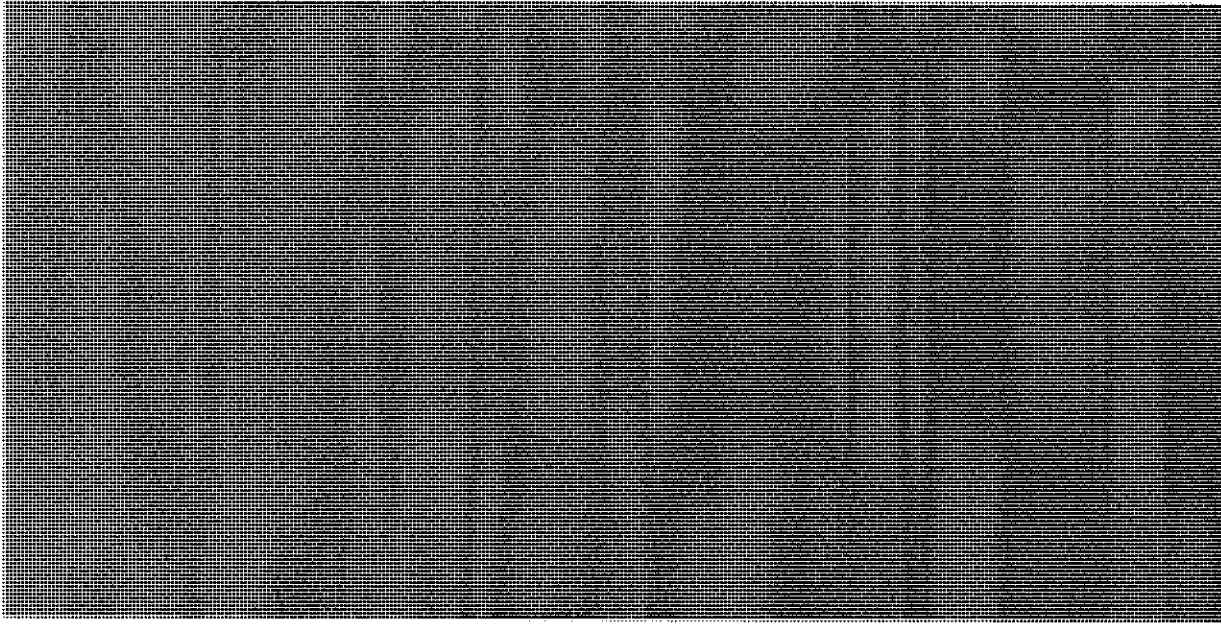
Recitals

A. Whereas, FBD and ISO entered into that certain Merchant ISO Agreement, effective as of March 2, 2010 (the "Original Agreement").

B. Whereas, the parties mutually wish to amend the Original Agreement as set forth in this Amendment.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows.





IN WITNESS WHEREOF, this Amendment has been executed and delivered by duly authorized representatives of each party hereto as of the Amendment Effective Date.

CHECK 21.com, LLC.


By: 

Name: Ido Meros

Title: Chief Executive Officer

Date: March 2, 2011

FIRST BANK OF DELAWARE

By: 

Name: Alonzo J. Primus

Title: Chief Executive Officer

Date: March 2, 2011

Schedule K

ISO shall pay the following amounts to FBD:



